

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|--------------------------------|---|---------------------------|
| BANK OF AMERICA, N.A., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Case No. 19-cv-3097 |
| |) | |
| RAMAHA DENTAL P.C.; HYDE PARK |) | Honorable Jorge L. Alonso |
| UNIVERSAL DENTAL, LLC; PULASKI |) | |
| UNIVERSAL DENTAL LLC; STONE |) | |
| PARK DENTAL, INC.; UNIVERSAL |) | |
| DENTAL LLC; UD GROUP, LLC; and |) | |
| AHMED RAMAHA, Individually, |) | |
| |) | |
| Defendants. |) | |

MOTION FOR JUDGMENT UPON DEFAULT

NOW COMES Plaintiff, Bank of America, N.A. (“BANA”), by and through its undersigned counsel, and for its Motion for Judgment Upon Default against Defendants Ramaha Dental P.C. (“Ramaha Dental”), Hyde Park Universal Dental, LLC (“HPU-Dental”), Pulaski Universal Dental, LLC (“PU-Dental”), Stone Park Dental, Inc. (“SP-Dental”), Universal Dental LLC (“Universal Dental”), UD Group, LLC (“UD Group”), and Ahmed Ramaha (“Ramaha”) (collectively, the “Defendants”), pursuant to Federal Rule of Civil Procedure 55(b), states as follows:

1. On May 14, 2017, BANA filed its Amended Complaint for breach of contract against the Defendants. *See* D.E. 7.
2. On July 18, 2019, the Court entered a default against the Defendants. *See* D.E. 21.
3. Pursuant to their default, the Defendants admit the allegations of the Complaint. *See* Fed. R. Civ. P. 8(b)(6).
4. The Servicemembers Civil Relief Act does not apply to the corporate defendants

as non-natural persons. Upon information and belief, Ramaha is not in the military service of the United States. *See* Affidavit of Non-Military Service attached hereto as **Exhibit 1**.

5. The Defendants, jointly and severally, are indebted to BANA on its breach of contract claims in the amount of \$471,051.13 (calculated to August 8, 2019), plus attorneys' fees and costs through August 7, 2019 of \$12,120.00 for a total judgment of \$483,171.13, plus accruing interest (regular and default) at the combined rate of \$129.52 per diem, plus attorneys' fees and costs that continue to accrue. *See* Affidavit of Annie Kim in Support of Damages, ¶¶ 40-41, 49, attached hereto as **Exhibit 2**; Affidavit of Natalia R. Griesbach in Support of Attorneys' Fees and Costs, attached hereto as **Exhibit 3**, ¶ 3.

WHEREFORE, Plaintiff Bank of America, N.A., respectfully requests that the Court enter an Order granting the motion for monetary judgment in favor of Bank of America, N.A. and against Ramaha Dental P.C., Hyde Park Universal Dental, LLC, Pulaski Universal Dental, LLC, Stone Park Dental, Inc., Universal Dental LLC, UD Group, LLC, and Ahmed Ramaha, jointly and severally, in the amount of \$471,051.13, plus attorneys' fees and costs through August 7, 2019 of \$12,120.00 for a total judgment (as of August 8, 2019) of \$483,171.13, accruing interest (regular and default) at the combined rate of \$129.52 per diem, plus attorneys' fees and costs which continue to accrue, and any other and further relief as this Court deems just and appropriate.

BANK OF AMERICA, N.A.

Dated: August 13, 2019

By: /s/ Allison E. Pietras
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